

Panaji, 7th February, 1989 (Magha 18, 1910)

SERIES II No. 44

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### EXTRAORDINARY

No. 2

#### GOVERNMENT OF GOA

##### Revenue Department

Notification

No. 22/145/87-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road from Priol Nalla to Curti village in Ponda Taluka (addl. area).

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (Development), Collectorate of North Goa, Panaji to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Deputy Collector (Development) Collectorate of North Goa, Panaji.
3. The Executive Engineer, Works Division XVIII (R & B) P.W.D. Ponda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (Development) Collectorate of North Goa, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Ponda

Village: Priol

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate Area in sq. mts.
1	2	3
160 part	H: Chintamani Sadashiv Shikerker.  North: S. No. 160. South: S. No. 160. East: Road. West: Nala.	800.00
Taluka: Ponda		
16/4	H: Jose Philip. T: 1. Yadu Narayan Gaudo. 2. Anant Vinayak Gaudo. 3. Shamba Sagun Gaudo.  North: Road. South: S. No. 16/4. East: S. No. 16/4. West: S. No. 16/1.	100.00
Total		900.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 1st July, 1988.

Notification

No. 22/73/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road for Primary School Harvalet to State Highway near Onda Bicholim.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (LA) Collectorate, Panaji to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Dy. Collector (LA) Collectorate, Panaji.
3. The Executive Engineer, Works Division XVIII (R & B) P.W.D. Ponda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (LA), Collectorate, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Harvalem

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
58/1 part	O: Sadanand Dattaram Kesarkar.	860.00
"2 part	O: 1. Bhavana Tukaram Fadte. 2. Chandrakant Narayan Corgaokar. 3. Ramchandra Shamba Girodkar. 4. Raghunath Narayan Gawas. 5. Yeshoda Chandrakant Kamat. 6. Punam Pundalik Gawas. 7. Narendra Govind Chari. 8. Nanda Krishna Shet. 9. Yeshwant Shripad Kulkarni. 10. Anusaya Revanna Salgudi. 11. Janaki Vishwanat Chari. 12. Manohar Vitthal Chari.	3200.00
59/1 part	O: Subhashchandra Shenvi Borkar.	6400.00
63/1 part	O: Dinkar Vasant Budkule.	5700.00
64/1 part	O: Yeduvir Vaman Pai Cuchelkar.	2400.00
64/2 part	O: Gurudas Sonu Lavande.	1600.00
	North: S. No. 63/1, 64/1, 2, 59/1 and main road.	
	South: S. No. 63/1, 64/1, 2, 59/1, 58/2-A and Nala.	
	East: S. No. 58/2, main road.	
	West: S. No. 58/2, 58/2-A and Road.	
	Total .....	20160.00

By order and in the name of the Governor of Goa.

P. S. Nadknarni, Under Secretary (Revenue).

Panaji, 4th July, 1988.

#### Notification

No. 22/99/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of Post Office Building at Vasco-da-Gama in Mormugao Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (S.D.O.) Mormugao Vasco-da-Gama to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector (S.D.O.) Mormugao Vasco-da-Gama.
3. The Sr. Superintendent of Post Office, Goa Division Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (S.D.O.) Mormugao, Vasco-da-Gama for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Mormugao

City: Vasco

P.T.S. No. Chalta No.	Name of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
78/90	Dr. Tarquino Raul Henriques. North: Chalta No. 75/90. South: Road. East: Road. West: Chalta No. 19 & 19A/90.	655.00
	Total .....	655.00

By order and in the name of the Governor of Goa.

P. S. Nadknarni, Under Secretary (Revenue).

Panaji, 8th August, 1988.

#### Notification

No. 22/152/86-RD

Whereas by Government Notification No. 22/152/86-RD dated 17-2-88 published on page 626 of Series II, No. 53

of the Official Gazette, dated 31-3-88 and in two newspapers (1) Navhind Times dated 28-2-88 (2) Gomantak dated 25-2-88 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for improvement & Black topping of Padribhat to Dandi road in V. P. Agassaim.

And Whereas, the appropriate Government (hereinafter referred to as "the Government"), after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to "the said land").

Now, Therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (LA) Collectorate, Panaji to perform the functions of a Collector North Goa District, Panaji for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector (LA) Collectorate, Panaji till the award is made under section 11.

#### SCHEDULE

(Description of the said land)

**Taluka: Tiswadi**

**Village: Mercurim**

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate Area in sq. mts.
1	2	3
99 part	Vithal Rao Dempo.	175.00
123/4 part	Ana Maria Araujo. Remedios Furtado.	210.00
123/1 part	Gumeshwar Vaikunt Gharse.	100.00
123/3 part	Pasquina Fernandes.	940.00
126/1 part	Vithal Ganeshyam Sinai Kundaikar.	525.00
135/6 part	Shantaram Gharse.	60.00
135/1 part	Vithal Ganeshyam Sinai Kundaikar.	135.00
133/1 part	Santoba Jivaji Sinai Kundaikar.	250.00
134/2 part	— do —	60.00
129/1 part	— do —	250.00
128/1 part	— do —	100.00
130/1 part	— do —	65.00

#### Boundaries:

North: S. No. 99, S. No. 123/4,  
1, 3, S. No. 126/1.

South: S. No. 99, S. No. 123/4,  
1, 3, & village boundary of  
Goa Velha.

East: S. No. 123/3, S. No.  
126/1.

West: Road, S. No. 126/1, 4,  
5 & S. No. 114.

**Taluka: Tiswadi**

**Village: Goa Velha**

115/1 part	Mrs. Berta Dias Miranda. Aurelini Miranda. Amelia Miranda.	3100.00
116/1 part	Amelia Miranda.	1925.00
112/1 part	Zuari Agro Estate Co. Pvt. Ltd.	225.00
111/1 part	— do —	275.00
110/1 part	— do —	250.00
114/1 part	Vithal Ghanashyam Sinai Kundaikar.	733.00

1	2	3
<b>Boundaries:</b>		
North: S. No. 115/1.		
South: S. No. 115/1.		
East: S. No. 115/2.		
West: S. No. 116.		
Total .....		9378.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 11th August, 1988.

#### Notification

No. 22/1/88-RD

Whereas by Government Notification No. 22-1-88-RD dated 7-1-88 published on page 520 of Series II, No. 43 of the Official Gazette dated 21-1-88 and in two newspapers (i) Gomantak dated 14-1-88 and (ii) Navhind Times dated 14-1-88 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose, viz. Land Acquisition for allotment of house sites under 20 Point Programme at Bordem Bicholim.

And whereas, the Government being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiration of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Deputy Collector (S.D.O.) Mapusa to perform the functions of a Collector North Goa District, Panaji for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Deputy Collector (S.D.O.) Mapusa till the award is made under section 11.

#### SCHEDULE

(Description of the said land)

**Taluka: Bicholim**

**Village: Bordem**

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
109/part	Comunidade of Bordem.	3800.00
North: S. No. 109/0.		
South: S. No. 109/0.		
East: S. No. 109/0.		
West: S. No. 109/0.		
Total .....		3800.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 12th August, 1988.

## Notification

No. 22/44/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of Sub-Health Centre at Amona Bicholim.

Now, therefore, the Government hereby notifies, under sub-sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector Sub Divisional Officer, Mapusa to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Deputy Collector Sub Divisional Officer, Mapusa.
3. The Director of Health Services, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector Sub Divisional Officer, Mapusa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

## SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Amona

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
27 part	Shri Raulu Shamba Sinai Amonkar.	2500.00
	North: S. No. 41.	
	South: S. No. 27.	
	East: S. No. 40.	
	West: S. No. 27.	
	Total .....	2500.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 22nd August, 1988.

## Notification

No. 22/107/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road from Querim to Dygode in Ponda Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector, S.D.O. Ponda to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Deputy Collector, S.D.O. Ponda.
3. The Executive Engineer, Works Division XVIII (Road & Bridges) P.W.D. Ponda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector S.D.O. Ponda for a period of 30 days from the date of publication of this Notification in the Official Gazette.

## SCHEDULE

(Description of the said land)

Taluka: Ponda

Village: Priol

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
105/1	H: Pramod Shambunath Priolkar.	1550.00
102/1	H: Audut Douba Dessai.	2000.00
101/1	H: Pramod S. Priolkar.	550.00
101/2	H: Vidyadar Vinayak Dessai.	350.00
101/3	H: Audut Douba Dessai.	450.00
101/4	H: Vithal Narayan Dessai.	4000.00
98/1	H: Narayan V. Dessai.	200.00
98/2	H: Vithal P. Dessai.	550.00
110/2	H: Vithal N. Dessai.	1000.00
110/3	H: Jairam Pundalik Gaudo.	275.00
110/4	H: Vinayak M. Dessai.	700.00
	T: Sagun Chudu Gaudo.	
110/5	H: Narayan V. Dessai.	100.00
	T: Makan Chedo Gaudo.	
110/6	H: Narayan V. Dessai.	400.00

North: S. No. 105/1 & village  
boundary of Querim, S. No.  
101/4, S. No. 110/1.

South: S. No. 105/1, S. No.  
110/2, S. No. 101/4 & road.

1	2	3
	<p>East: Village boundary of Queri S. No. 102/1, S. No. 101/1, 2, 3, 4 road S. No. 110/2, 3, 4, 5, 6.</p> <p>West: S. No. 105/1, S. No. 102/1, S. No. 101/1, 2, 3, 4, S. No. 98/1, 2 road.</p>	
Taluka: Ponda		Village: Querim
206/2	H: Yessubai Govind Naik.	3700.00
205/5	H: Ram Nilu Gauda.	400.00
205/4	H: Govind Madu Gauda.	400.00
205/3	H: Sonu Bablo Gauda.	750.00
205/2	H: Anant Ganesh Rathankar.	1600.00
205/1	H: Kashinath Narayan Savoikar.	750.00
204/3	H: Raghunath Purushottam Dhawalkar.	2800.00
204/2	H: Baban Mahadev Dessai.	2900.00
204/1	H: Santba Ganasham S. Kundaikar.	1200.00
214/3	H: Raghunath Purushottam Dhawalkar.	350.00
214/4	H: Santba Ganasham S. Kundaikar.	750.00
214/5	H: Baban Mahadev Dessai.	350.00
214/6	H: Baban Mahadev Dessai.	400.00
	T: Gopal Bablo Gauda.	
214/7	H: Raghunath P. Dhawalkar.	350.00
	T: Kashinath Yesso Gauda.	
214/2	H: Comunidade of Querim.	300.00
203/1	H: Santba G. S. Kundaikar.	700.00
200 part	H: 1. Madhu Govind Gauda. 2. Vaman Govind Gauda.	50.00
215 part	H: Santba G. S. Kundaikar.	2000.00
216 part	H: Santba Ganasham S. Kundaikar.	3800.00
213 part	H: Dispute.	200.00
222/1	H: Santba Durga Devi.	1300.00
223/9	H: 1. Ramesh Anant Kerkar. 2. Naresh Anant Kerkar.	1000.00
4 part	H: 1. Ramesh A. Kerkar. 2. Naresh A. Kerkar. 3. Arun Ramesh Kerkar.	300.00
224/2	H: Betal Dev.	150.00
224/3	H: Comunidade of Querim.	150.00
223/2	H: Shanta Durga Devastan.	300.00
221/1	H: Santba G. S. Kundaikar.	1300.00
224/1	H: Ramesh A. Kerkar.	150.00
	Naresh A. Kerkar.	
	<p>North: S. No. 206/2, 205/5, 4, 3, 2, 1, S. No. 204/3, 2, 1, S. No. 215, S. No. 216, S. No. 213, S. No. 224/3.</p> <p>South: S. No. 206/2, S. No. 205/5, 4, 3, 2, 1, S. No. 204/3, 2, 1, S. No. 215, S. No. 216, S. No. 221/1.</p> <p>East: S. No. 214/3, 5, 6, 7, 2, S. No. 223/3, 2.</p> <p>West: Village boundary of Priol.</p>	
	Total .....	40525.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 28th November, 1988.

#### Notification

No. 22/64/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition regarding construction of Minor M1 at village Cacora, Curchorem in Quepem Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector, appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Land Acquisition Officer, S. I. P. Irrigation Department Complex Gogal Margao to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Land Acquisition Officer, (S.I.P.) Irrigation Department Gogal Margao.
3. The Executive Engineer, Works Division XIV, Irrigation Department Gogal Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, S.I.P. Irrigation Department, Complex Gogal Margao for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Quepem		Village: Curchorem
Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
209/3 part	O: Vaikunt Ladke Kudchodkar. T: Guno Khapru Vasta.	225.00
208/14 part	O: Davidas P. S. Kudchodkar. T: Manguesh Vinayak S. Kudchodkar.	35.00
" /8 part	O: Manguesh Vinayak S. Kudchodkar.	30.00
" /9 part	O: Guno Khapru Vasta.	80.00
10 part	O: Lavu R. S. Kudchodkar. T: Tolio Tilu Naik.	100.00
" /11 part	O: Sarvettom V. S. Kudchodkar. T: Guno Khapru Vast.	50.00
" /12 part	O: — do —	30.00
207/3 part	O: Lavu R. W. Kudchodkar.	25.00
" /4 part	O: — do —	25.00
" /5 part	O: Devidas P. Kudchodkar. T: Dharmu Ganba Naik.	185.00
" /6 part	O: Kusha R. S. Kudchodkar. T: Nilu Bagai Naik.	80.00
" /8 part	O: Kusha R. S. Kudchodkar. T: Nilu Bagai Naik.	25.00
206/1 part	O: Vaman Balkrishna S. Kantak. T: Laximi Naguesh Naik.	30.00
" /2 part	O: Vaman Balkrishna S. Kantak. T: Tukoba Laxman Naik.	130.00
" /3 part	O: Vaman Balkrishna S. Kantak. T: Yeshodhi Venkatesh Naik.	375.00
205/2 part	O: Hari Purushottam S. Kudchodkar. T: Devidas Pandurang S. Kudchodkar.	105.00
" /3 part	O: As per 205/4. T: Shiru Arjun Naik.	50.00
" /4 part	O: 1. Hari Purushottam Naik. 2. Devidas P. Kudchodkar. 3. Manguesh V. Kudchodkar. 4. Sanrottam V. S. Kudchodkar. T: Chandru M. Naik.	35.00



1	2	3	1	2	3
	Ulhas Pundalik S. Dessai.			T: Govind Murari S. Dessai.	
	Anil Kushali Sawant.		" /12 part	O: Vimalabai S. F. Dessai.	70.00
" /6 part	O: Ramesh Bhikaro S. Dessai.	125.00	" /13 part	O: Anant Bhiku P. Dessai.	50.00
" /7 part	O: Rama Yenku S. Dessai.	75.00		O: Dhakibai Gokul Kakodkar.	90.00
	Anil Kushali Sawant.			T: Tulshidas Babani Naik.	
	Ulhas Pundalik S. Dessai.		" /16 part	O: Netu Kotarlikar.	90.00
" /3 part	O: Ulhas Kashinath S. Dessai.	125.00		T: Krishna Ganesh S. Dessai.	
" /2 part	O: Shantaram Shet Amonkar.	230.00	" /18 part	O: Prakash Shanu P. Dessai.	110.00
397/2 part	T: Ramesh Sattaram Dessai.			T: Rama Sada P. Dessai.	
	O: Yeshwant Narayan Dessai.	110.00	142/1 part	O: Mary Fernandes.	225.00
	Krishna Narayan Dessai.			T: Shantaram Savalo Naik.	
	Ramesh Dattaram Dessai.		" /5 part	O: Prakash Shanu P. Dessai.	160.00
137/7 part	O: Vijayakant Dattaram Dessai.	200.00	" /8 part	O: 1. Sanjay Hari P. Dessai.	110.00
	Rama Shiva Sawant Dessai.			2. Anil Kari P. Dessai.	
	Pandharinath Shiva S. Dessai.			T: Pandurang Govind Kakodkar.	
	Anant Soiru Raut Dessai.		" /9 part	O: Anil Hari Prabhu Dessai.	110.00
" /8 part	O: Rama Shiva S. Dessai.	250.00	" /11 part	O: — do —	180.00
	Pandharinath Shiva S. Dessai.		" /13 part	O: Sanjay Hari Prabhu Dessai.	330.00
" /4 part	O: Shri Dev Mahadev.	475.00	" /18 part	O: Purushottam Vithal P. Dessai.	30.00
	T: 1. Vishwanath Sakharan Dessai.			T: Anthenio Vicuto Rodrigues.	
	2. Kashinath Vishnu P. Dessai.		" /19 part	O: Purushottam Vithal P. Dessai.	180.00
" /5 part	O: Rama Shiva Sawant Dessai.	50.00	" /21 part	O: — do —	25.00
	Pandharinath Sawant Dessai.		" /24 part	O: Francis Xavier Antono.	225.00
	Anant Soiru Raut Dessai.			Purushottam Vithal P. Dessai.	
138/17 part	O: 1. Rama Shiva S. Dessai.	140.00		T: Thomas Antao.	
	2. Pandharinath Shiva S. Dessai.		" /25 part	O: Purushottam Vithal P. Dessai.	330.00
" /10 part	O: Comunidade Cacora.	175.00	145/1 part	O: Caitano Francisco Costa.	110.00
	T: Govind Murari Sawant.		" /2 part	O: Comunidade de Cacora.	1700.00
" /24 part	O: Government.	50.00	" /10 part	O: — do —	2700.00
" /18 part	O: Rama Sada P. Dessai.	150.00	" /21 part	O: — do —	125.00
" /29 part	O: Maruti Devasthan.	40.00	145/20 part	O: Shri Dev. Mahadev.	200.00
" /15 part	O: — do —	600.00	97/1 part	O: — do —	960.00
" /27 part	O: Sarvottam V. Kudchodkar.	140.00	98/1 part	O: — do —	250.00
	T: Vijaya Naik.		147/1 part	O: Vassant Babu Prabhu Dessai.	25.00
" /28 part	O: Purushottam Bhangui.	125.00		Vassu Vithoba Prabhu Dessai.	
	T: Rita Mendes.		" /29 part	T: Custadio Fernandes.	
116/24 part	O: Purushottam Bhangui.	160.00		O: Custadio Fernandes.	60.00
	T: Vijaya Naik.		" /30 part	T: Esten Fernandes.	
" /25 part	O: Purushottam Bhangui.	280.00		O: Vasant Babu Prabhu Dessai.	75.00
" /26 part	T: Rita Mendes.		" /31 part	T: Esten Fernandes.	
" /23 part	O: Purushottam Bhangui.	50.00		O: Vassant Babu Prabhu Dessai.	60.00
	T: Vijaya Naik.		" /32 part	T: Antonio Fernandes.	
	O: Antonio Mathew Coutancio	260.00		O: Vassant Babu Prabhu Dessai.	100.00
	G. F. Furtado.			T: Niclau Fernandes.	
" /22 part	T: Rama Sada Prabhu Dessai.		148/1 part	O: Comunidade.	1000.00
	O: Jivaji Kudchodkar.	120.00	150/1 part	O: Sebastiao Angelo Z. Rodrigues.	660.00
" /21 part	T: Krishna Bhikaro Naik.		" /2 part	O: Narayan S. Gaonkar.	350.00
	O: Jivaji Kudchodkar.	125.00	" /3 part	O: Joao Fernandes.	170.00
" /20 part	T: Subhash Anant Naik.		" /4 part	O: Minguel D'Souza.	200.00
	O: Purushottam Bhangui.	110.00	" /5 part	O: Jose Fernandes.	160.00
" /19 part	T: Vijaya Naik.		153/4 part	O: Motheus Fernandes.	140.00
	O: Purushottam Bhangui.	140.00	" /5 part	O: Remedio Fernandes.	90.00
	T: Mohan Laxxman P. Dessai.		" /6 part	O: Manuel Fernandes.	140.00
" /18 part	O: Venkatesh Sakharan Gude.	330.00	" /7 part	O: Costao Fernandes.	125.00
	T: Subhash Anant Naik.		" /8 part	O: Marcelina Gonsalves.	215.00
" /16 part	O: Venkatesh Sakharan Gude.	150.00	" /9 part	O: Anandibai Atma Kakodkar.	110.00
	T: Tulshidas Babai Naik.		" /10 part	O: 1. Venkatesh G. N. Karmali.	230.00
" /13 part	O: Venkatesh Sakharan Gude.	120.00		2. Atchit G. N. Karmali.	
	T: Madhu Shanu Naik.			3. Damodar G. N. Karmali.	
" /11 part	O: Venkatesh Sakharan Gude.	140.00		4. Vassudev G. N. Karmali.	
	T: Subhash Anant Naik.		152/2 part	O: Bhicubai Gokul Kakodkar.	825.00
" /10 part	O: Venkatesh Sakharan Gude.	130.00	156/6 part	O: Anil Hari Prabhu Dessai.	1600.00
	T: Tulshidas Babi Naik.		158/1 part	O: 1. Sanjay Hari Prabhu Dessai.	700.00
" /9 part	O: Venkatesh Sakharan Gude.	140.00		2. Anil Hari Prabhu Dessai.	
	T: Mhadu Shanu Naik.		159/1 part	O: 1. Krishna Dulba Naik, Karmali.	1300.00
120/19 part	O: Dhakibai Gokul Kakodkar.	300.00		2. Bhagwant Pandari Naik Karmali.	
	T: Shivaram Shef Bandodkar.			3. Damu Datta Naik Karmali.	
" /18 part	O: Dhakibai Gokul Kakodkar.	225.00		4. Nutan Vithal Naik Karmali.	
	T: Suresh Tukaram Kakodkar.			5. Prakash Vishwanath Naik Karmali.	
" /17 part	O: Dhakibai Gokul Kakodkar.	100.00	169/1 part	O: Shri Dev Vithal.	70.00
	T: Philip.		170/1 part	O: Comunidade.	1000.00
120/13 part	O: Ganesh Raghuvir S. Kudchodkar.	100.00	168/1 part	O: Shri Dev Vithal.	300.00
	T: Simao Fernandes.			T: Vasudev Tari.	
" /14 part	O: Janardhan Raghuvir S. Kudchodkar.	260.00		Nagush Tari.	
	T: Jaiwant M. Naik.			Ramchandra Tari.	
121/17 part	O: Ganesh Raghuvir S. Kudchodkar.	575.00		Diago Fernandes.	
	T: Simao Fernandes.			Pascoal Fernandes.	
121/18 part	O: Lavu Raghuvir S. Kudchodkar.	200.00		Francisco Fernandes.	
	T: Jaiwant Mono Naik.			North: S. No. 516/4, village Cur-	
" 141/3 part	O: Vithu Babuso S. Dessai.	75.00		chorem, S. No. 488/1, Road S.	
" /6 part	O: Dhakibai Gokul Cacodkar.	70.00		No. 476, 129/3, 4, 432, Nala,	
	T: Krishna Ganesh S. Dessai.			430/1, 429/1, 131/1, 2, 429/3,	
" /7 part	O: Vithu Babuso S. Dessai.	100.00		428/2, to 12, 18, 20, 131/7,	
" /4 part	O: Vimalabai Santu Fal Dessai.	40.00		134/4, 3, 133/20, 24, Nala, 136/5,	
" /5 part	O: Comunidade Cacora.	250.00		6, 3, 2, 137/5, 7, 8, 4, 138/9,	



1	2	3
	10, 17, 18, 29, 27, 15, 28, 116/24, 25, 23, 22, 21, 20, 19, 18, S. No. 14, Road, 145/10, 21, 20, 97/1, 6, 150/1 to 5, 153/4 to 10, 152/2, 156/6.	
	South: S. No. 479/22, 476 Road, 129/3, 4, 432, 431, 430/1, 429/1, 3, 131/1, 2, 7, 428/2 to 10, 428/17, 18, 19, 20, 21, 22 & Nala, 134/4, 3, 133/20, 24, Nala, 136/4, 5, 7, 3, 2, 397/2, 137/7, 8, 4, 138/17, 24, 29, 138/15, 27, 28, 116/24, 25, 26, 23, 116/22, 21, 20, 19, 18, cart track. 145/1, 10, 21, 20, 97/1, 98/6, 147/14, 147/5, 150/1 to 5, 153/4 to 10, Nala, 152/2, 156/6, 170.	
	East: S. No. 516/5, 7, 11, 14, 517/5, 9, 517/4, 3, 2, 1, 492/1, 2, 5, 4, 10, 13, 17, 6, 491/5, 3, 2, 1, 518/8, 4, 490/1 to 5, 488/4, 5, 1, Nala, 476, Road, 129/3, 4, 131/1, 2, 429/3, 428/2 to 11, 121/18, 17, 12/14, 17, 18, 19, 116/9 to 11, 13, 16, 18, 141/3, 4, 7, 5, 12, 13, 14, 16, 18, 142/1, 5, 8, 9, 11, 13, 12, 19, 24, 25, 145/10, 94/1, 147/1, 32, 148, 150/1 to 5, 156/6, 158, 159, 170, 168.	
	West: S. No. 516/4, , 7, 11, 10, 9, 14, 11, 517/9, 5, 4, 3, 2, 1, 492/1, 2, 5, 4, 10, 13, 17, 491/5, 6, 3, 2, 1, 518/8, 4, 490/5, 4, 3, 2, 1, 488/3, 2, 4, , Nala, 479/22, 476, 432, 431, 129/3, 4, 131/1, 2, 429/1, 3, 28/2 to 10, 17, 19, cart tract S. No. 121/17, 120/13, 17 to 19, 116/9 to 11, 13, 16, 18, 138/27, 141/3, 6, 7, 141/5, 12 to 14, 16, 18, 142/1, 5, 8, 9, 142/11, 13, 18, 21, 24, 25, 145/ , 2, 10, 21, 20, 97/1, 98/6, 148.	
	Total .....	39200.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 9th November, 1988.

#### Notification

No. 22/60/85-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for establishment of Fisheries Complex at Cutbona in Velim V. P. Taluka Salcete,

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the

Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (Land Acquisition Officer) Collectorate of South Goa Margao to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Deputy Collector (Land Acquisition Officer) Collectorate of South Goa, Margao.
3. The Director of Fisheries, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (Land Acquisition Officer) Collectorate of South Goa, Margao for a period of 30 days from the date of publication of this Notification in Official Gazette.

#### SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Velim

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
83/3 part	(Jasephina Costa).	
" /4 part	Joao Francisco Ernesto D'Silva.	60.00
" /5	Sacrafamilia Felix D'Costa.	100.00
" /6	Roque Patrecino D'Costa.	50.00
" /7	— do —	80.00
" /8	— do —	50.00
" /9	Sacrafamilia Felix D'Costa.	25.00
" /10	Joao Francisco Ernesto D'Silva.	50.00
" /11	Sacrafamilia Felix D'Costa.	50.00
" /12	Joao Francisco Ernesto D'Silva.	150.00
" /13	Roque Patrecino D'Costa.	50.00
" /14	Joao Francisco Ernesto D'Silva.	75.00
" /15	Sacrafamilia Felix D'Costa.	40.00
" /16	Joao Francisco Ernesto D'Costa.	125.00
" /17	Roque Patrecino D'Costa.	60.00
" /18	— do —	100.00
" /19	Sacrafamilia Felix D'Costa.	50.00
" /20	Joao Francisco (Piedade) D'Silva.	125.00
" /21	Sacrafamilia Felix D'Costa.	75.00
" /22	Joao Francisco Ernesto D'Silva.	150.00
" /23	Maria Antonio Piedade D'Silva.	25.00
" /24	Roque Patrocino D'Costa.	75.00
" /25	Sacrafamilia Felix D'Costa.	70.00
" /26	Joao Francisco Piedade Ernesto D'Silva.	200.00
" /27	Roque Patrocino D'Costa.	75.00
" /28	— do —	60.00
" /29	Sacrafamilia Felix D'Silva.	60.00
" /30	Maria Antonia Piedade D'Silva.	175.00
" /31	Joao Francisco Ernesto D'Silva.	550.00
" /32	Sacrafamilia D'Costa.	25.00
" /33	Roque Patrocino D'Costa.	40.00
" /34	— do —	75.00
" /35	Sacrafamilia Felix D'Costa.	125.00
83/36	Joao Francisco Ernesto D'Silva.	225.00
" /37	Maria Florinol Torcato.	80.00
" /38	Florinda D'Costa.	70.00
" /39	Sacrafamilia Felix D'Costa.	30.00
" /40	— do —	80.00
" /41	Joao Francisco Ernesto D'Silva.	175.00
" /42	Florina D'Costa.	70.00
" /43	Maria Antonia Piedade D'Costa.	50.00
" /44	Roque Patrocino D'Costa.	125.00
" /45	Maria Florinda Torcato.	100.00
" /46	Nalaskina D'Silva.	60.00
" /47	— do —	125.00
" /48	Roque Patrocino D'Costa.	50.00
" /49	Joao Francisco Ernesto D'Silva.	125.00
" /50	Roque Patrecino D'Costa.	50.00
" /51	Nalaskina D'Silva.	75.00
" /52	Roque Patrecino D'Costa.	100.00
	Sacrafamilia Felix D'Costa.	650.00



1	2	3
" /53	Florina D'Costa.	50.00
" /54	Maria Florinda Torcato.	60.00
" /55	Roque Patrocino D'Costa.	375.00
" /56	Florina D'Costa.	75.00
" /57	Joao Francisco Ernesto D'Silva.	425.00
" /58	— do —	50.00
" /59	— do —	50.00
" /60	Roque Patrocino D'Costa.	50.00
" /61	Maria Florinda Torcato.	100.00
" /62	Joao Francisco Ernesto D'Costa.	70.00
" /63	Roque Patrocino D'Costa.	625.00
" /64	Florina D'Costa.	80.00
" /65	Maria Florinda Torcato.	90.00
" /66	Nalaskina D'Silva.	80.00
" /67	Maria Antonio Piedade D'Costa.	100.00
" /68	Florina D'Costa.	75.00
" /69	Maria Antonio Piedade D'Costa.	85.00
" /70	Florina D'Costa.	70.00
" /71	Maria Florinda Torcato.	90.00
" /72	Joao Francisco Ernesto D'Costa.	600.00
" /73	— do —	125.00
" /74	Roque Patrocino D'Costa.	150.00
" /75	Nalaskina D'Costa.	125.00
83/76	Florina D'Costa.	125.00
" /77	Maria Florinda Torcato.	125.00
" /78	Maria Antonio Piedade D'Costa.	150.00
" /79	Roque Patrocino D'Costa.	150.00
" /80	Joao Francisco Ernesto D'Silva.	100.00
" /82	Roque Patrocino D'Sousa.	80.00
" /83	Joao Francisco Ernesto D'Silva.	75.00
" /85	Joao Francisco Ernesto D'Silva.	175.00
" /86	Roque Patrocino D'Costa.	100.00
404/part	1. Inacinha D'Silva.	700.00
	2. Rosario D'Silva.	
	3. Lawncinha D'Silva.	
	4. Nazareth D'Silva.	
	5. Roque Xavier D'Silva.	
	6. Francisco D'Silva.	
	7. Cruz D'Silva.	
	North: River, S. No. 83/3, S.	
	No. 409, S. No. 85/1, 2, 3, 4,	
	5, 6.	
	South: River, S. No. 83/73, 70,	
	71, 72, 63, 57, 55, 52, S. No.	
	82/1.	
	East: S. No. 85/3, 4, 5, 6, 7, S.	
	No. 409, S. No. 83/45, 47, 30,	
	S. No. 82/1.	
	West: Road.	
	Total .....	10840.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 6th December, 1988.

#### Notification

No. 22/76/88-RD

Whereas by Government Notification No. 22/76/88-RD dated 8-6-88 published on page 235 of Series, II, No. 22 of the Government Gazette dated 1-9-88 and in two newspapers (i) Navhind Times dated 16-6-88 and (ii) Gomantak dated 18-6-88 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was likely to be needed for public purpose, viz. Land Acquisition for construction of Dist. D2 of S.I.P. IIInd Phase from 4.8 kms to 11.6 kms at St. Jose de Areal (additional area).

And whereas, the Government being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) and sub-section (4) of section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares under the provisions of section 6 of the said Act, that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer, S.I.P.I.D. Gogal Margao to perform the functions of the Collector South Goa District, Margao, for all proceedings hereinafter to be taken in respect of the said land and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer S.I.P.I.D. Gogal Margao till the award is made under section 11.

#### SCHEDULE

(Description of the said land)

Taluka: Salcete		Village: St. Jose de Areal
Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
Sub. Div. No.		
1	2	3
16/84 part	Patricio Rodrigues. T: Regina Faleiro.	30.00
" /70 part	Patricio Rodrigues. T: Regina Faleiro.	20.00
16/13 part	Patricio Rodrigues. T: Xavier Monteiro.	110.00
" /12 part	— do —	50.00
16/11 part	Patricio Rodrigues. T: Santana Faleiro.	35.00
15/3 part	Comunidade of Curtorim. T: Manuel Rosario. Rebeiro & Lourenco Rebeiro.	65.00
15/7 part	Comunidade of Curtorim. T: Pedro Faleiro.	150.00
16/9 part	Patricio Rodrigues. T: Regina Faleiro.	20.00
15/10	Patricio Rodrigues. T: Xavier Monteiro.	20.00
Boundaries:		
North: 15/3, 7, 16/5, 16/70, 16/84.		
South: 15/3, 15, 16/9, 10, 11, 12, 13.		
East: 15/3, 16/1, 16/14, 16/70, 16/84, 16/91.		
West: 16/1, 16/70, 16/84.		
	Total .....	500.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 16th January, 1989.

#### Department of Labour

#### Order

No. 28/2188-ID

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 7th January, 1988.

## IN THE INDUSTRIAL TRIBUNAL

Government of Goa  
At Panaji Goa

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/1/87

1. Shri Dattaram Govind Chavan  
Jr. Fitter.
2. Shri Francisco U.D'Souza  
Jr. Clerk.
3. Shri Carmo Mascarenhas  
Stenographer.
4. Shri Alito B. U. De Souza  
Asstt. Clerk.

— Party No. I

V/s.

M/s. Goa Carbon Limited.

— Party No. II

Panaji: 10-12-1987.

## AWARD

This is a Reference made by the Government of Goa, by its order No. ILD/5057/86 dated 22nd December, 1986 which in the Annexure thereto, reads as follows:

"Whether the action of the management of M/s. Goa Carbon Limited, Dempo House, Panaji, in terminating the services of S/Shri Dattaram Govind Chavan, Jr. Fitter, Francisco U. D'Souza, Jr. Clerk, Carmo Mascarenhas, Stenographer and Alito U. D'Souza, Asstt. Clerk, with effect from 18th May, 1977 is legal and justified;

If not, to what relief the workmen are entitled?"

These were the two issues which were to be decided in this matter under reference.

Notice was issued to Party No. I to file its statement of claim and on the date so fixed i.e. on 27-11-1987, the Party No. II/Employer which was duly served with the notice appeared through its Advocate Shri G. K. Sardesai, and informed the Court that the matter was likely to be settled. Accordingly, on the adjourned date i.e. on 4-12-1987, the Party No. II filed a statement under the signature of the Company Secretary with due verification informing the Tribunal about the settlement between the workmen/Party No. I and Employer/Party No. II. The Secretary of the Union was not present in the Court. But Shri Sardesai said that the compromise and settlement in terms of the Memorandum was arrived at between them and he had no objection if an award was passed in terms of the settlement.

The terms of the settlement in paras 1 to 7 were read and recorded and the Memo of Settlement of all the disputes including those subject matter of this reference and the Company Secretary of the Party No. II has stated in the concluding para that the 4 workmen namely Party No. I S/Shri Dattaram Govind Chavan, Jr. Fitter, Francisco U. D'Souza, Jr. Clerk, Carmo Mascarenhas, Stenographer, Alito U. D'Souza, Asstt. Clerk approached the management and settled their full and final dues and therefore no dispute existed between the management and the above 4 workmen. Hence it was urged before me that an award in terms of settlement be made in respect of the demands referred for adjudication and to treat the other clauses of the settlement falling outside the order of reference as agreement between the parties.

I have perused the terms of settlement in paras 1 to 7 submitted by Party No. II and there attached and they shall form a part of this award. I have therefore arrived at the conclusion that they are reasonable and fair to both the parties. Hence I accept them and pass the following order:

## ORDER

Consent Award in terms of prayed for, is hereby made. No. order as to the costs.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

Before the Presiding Officer, Industrial Tribunal

Panaji Goa

Ref. No. IT/1/87

Between

1. Shri Dattaram Govind Chavan,  
Jr. Fitter.
2. Shri Francisco U. D'Souza,  
Jr. Clerk.
3. Shri Carmo Mascarenhas,  
Stenographer.
4. Shri Alito B. U. De Souza,  
Asstt. Clerk.

— Workmen/Party I

and

M/s. Goa Carbon Limited.

— Employer/Party II

MAY IT PLEASE YOUR HONOUR,

In the above matter of termination of service, we beg to submit the following:—

1) Shri Dattaram Govind Chavan had joined the services as a Jr. Fitter w.e.f. 1-4-1976. His services were terminated vide our letter No. 77/V/186 dated 18-5-77, w.e.f. 18-7-77. The above matter was taken into conciliation which ended in failure. Shri Chavan approached the Management and submitted a letter dated 3-8-78 requesting the Management for payment of his full and final dues. The payment of his dues were made to him on 3-8-78. Photocopies of the following are attached herewith:—

1. Letter of Appointment No. PER/146 dated 25-3-76.
2. Letter of Termination No. 77/V/186 dated 18-5-77.
3. Letter to Management dated 3-8-78 from Shri D. G. Chavan.
4. Letter of Management Ref. No. 78/viii/48 dated 3-8-78.
5. Receipt of payment effected to Shri D. G. Chavan, dated 3-8-78.

2) Shri Francisco U. D'Souza had joined the service as Jr. Clerk w.e.f. 2-2-76. His services were terminated vide our letter No. 77/V/187 dated 18-5-77 w.e.f. 18-5-77. The above matter was taken into conciliation but there was no amicable settlement in the course of Conciliation Proceedings. The Conciliation ended in failure. Shri D'Souza had approached the Management with his letter dated 13-8-79 and requested to accept his letter of resignation and withdrew the letter of termination issued to him by the Management and also requested for payment of his dues. The Management considered his application dated 13-8-79 and agreed to treat him as having resigned from the services of the Company. Accordingly, a joint application was submitted before Shri J. J. Coelho, Industrial Tribunal Cum Labour Court, Panaji, Goa, alongwith Affidavit submitted by Mr. Francisco U. D'Souza. The joint application is in the file of the Court. After the said agreement, Mr. Francisco U. D'Souza was paid his full and final dues on 18-8-79. Photocopies of the following are attached herewith for your ready reference:—

1. Letter of Appointment No. PER/101 dated 20-1-76.
2. Letter of Termination No. 77/V/187 dated 18-5-77.
3. Letter dated 13-8-79 submitted by Mr. Francisco U. D'Souza to the Management.
4. Letter from Management No. 79/VIII/125 dated 18-8-79 to Mr. D'Souza.
5. Joint petition submitted in the Court of Presiding Officer, Industrial Tribunal, Goa.
6. Receipt of full and final payment made to Mr. D'Souza.

3) Shri Carmo Mascarenhas had joined as a Stenographer w.e.f. 25-9-75 and his services were terminated w.e.f. 18-5-77 vide our letter No. 77/V/188 dated 18-5-77. Shri Mascarenhas had approached the Management and submitted an application dated 25-5-77 with a request to accept his resignation and withdraw the letter of termination. In the same letter, he also mentioned that he is making this request of his own free will, notwithstanding his signature to the letter addressed by the employees of Goa Carbon Limited dated 15-5-77 stating that they have joined the Goa National, Commercial and General Employees Sangh Union and authorised Shri S. N. N. Karmali Advocate as the

Secretary of the Union to represent the employees in all the matters concerning them. The Management considered his request and treated him as having resigned from the services w. e. f. 19-5-77 vide letter No. 77/V/263 dated 25-5-77. Mr. Mascarenhas was paid all his legal dues on 25-5-77. Photocopies of the following are attached for your ready reference:—

1. Letter of Appointment No. PER/63 dated 19-9-75.
2. Letter of Termination No. 77/V/188 dated 18-5-77.
3. Letter dated 25-5-77 submitted by Mr. Mascarenhas to the Management.
4. Management letter No. 77/V/263 dated 25-5-77 withdrawing termination letter and acceptance of his resignation.
5. Receipt of full and final payment made to him dated 25-5-77.

4) Shri Alito B. U. D'Souza had joined the services as an Asstt. Clerk on probation w.e.f. 1-7-76 for a period of six months. His probation period was extended for another three months w.e.f. 1-2-77 vide letter No. PER/270 dated 5-2-77. His services were terminated w.e.f. 18-5-77 vide letter No. 77/V/189 dated 18-5-1977. Shri D'Souza sent a letter dated 19-9-77 to the Management requesting to settle his dues.

The Management vide its letter No. PER/329 dated 23-9-77 advised Shri D'Souza to come to the office on any working day to clear his dues. Shri D'Souza approached the Management on 30-3-79 and submitted a letter dated 30-3-79 requesting to pay his dues and settle his account. Accordingly, Shri D'Souza was paid his full and final dues. Photocopies of the following are attached herewith for your ready reference:—

1. Letter of appointment No. PER/218 dated 7-7-76
2. Letter of Extension of Probation No. PER/270 dated 5-2-77.
3. Letter of Termination No. 77/V/189 dated 18-5-77.
4. Letter dated 19-9-77 from Shri Alito B. U. De Souza to the Management.
5. Letter No. PER/329 dated 23-9-77 from Management to Shri De Souza.
6. Letter dated 30-3-79 from Mr. De Souza to the Management.
7. Receipt of full and final payment made to him.

In the light of above stated facts, we beg to state that Shri Dattaram G. Chavan, Shri Francisco U. D'Souza, Shri Carmo Mascarenhas and Shri Alito B. U. D'Souza approached the Management and settled their full and final dues and therefore no dispute exists between the Management and above four workmen.

Under the above circumstances, we pray that the Honourable Court may accordingly pass an award in terms of the settlement.

for GOA CARBON LIMITED

Sd/-

(S. K. Uchil)

Company Secretary  
Employer

Date: 4th December, 1987.

#### VERIFICATION

I, Shri S. K. Uchil, Secretary of M/s. Goa Carbon Limited, Panjim, do hereby verify the above paras and state that they are based on my personal knowledge.

For GOA CARBON LIMITED

Sd/-

(S. K. Uchil)

Date: 4th December, 1987.

Company Secretary  
Employer

#### GOA CARBON LIMITED

Registered Office:

DEMPO HOUSE, CAMPAL, PANJIM, GOA

Telephone: 3580 (Panjim) \* Telegram: Petrocoke

PER/146

25th March, 1976.

Mr. Dattaram Govind Chavan,  
House No. C20/135,  
Near Drugs & Chemicals,  
Vidyanagar, Gogal,  
Margao.

Dear Sir,

With reference to the interview you had with our Senior Technical Executive, we are pleased to offer you the post of Junior Fitter at our Plant Site at St. Jose de Areal on a basic pay of Rs. 245/- (Rupees two hundred forty five only) per month in the scale of pay of Rs. 175-10-215-15-275-20-315.

The other terms and conditions of your service in the Company are as follows:—

- i. In addition to the basic pay you are entitled to receive Dearness Allowance of Rs. 58.33 and Variable Dearness Allowance as per Rules. The present V.D.A. on a basic grade of Rs. 175/- is Rs. 114/-.
- ii. Besides the above you will be entitled also to receive Rs. 24.50 as House Rent Allowance and Rs. 15/- as Cycle Allowance.
- iii. You are required to abide by the Company's Rules and Regulations that may be in force from time to time.
- iv. Your services may be terminated at any time without assigning any reason by giving you one month's notice or paying you cash equivalent to one month's pay drawn by you at the time of such termination. Likewise, if you desire to leave the Company's service, you are required to give one month's notice or pay to the Company cash equivalent of one month's pay drawn by you.
- v. As you are on full time service of this Company, you will not during the tenure of your employment, engage yourself in any other employment, business or other activity and you are required to devote your full time and attention to the work of the Company.
- vi. You should not either during the continuation of your employment or thereafter divulge any information or of the Company to other Company, Firm, Institution, or person, except in the proper course of your duties, nor use or attempt to use any information which you acquire in the course of your employment which may injure or cause loss to the Company.
- vii. The Company reserves the right to amend or vary the above terms and conditions of your service without assigning any reason.

In case the above terms and conditions are acceptable to you, you should return to us the duplicate of this letter duly signed by you, by 1st April, 1976.

In that event you would be expected to join us not later than 15th April, 1976.

Please take good note that the House Rent Allowance will be paid to you till such time the Company does not make available to you free unfurnished accommodation.

Yours faithfully,  
For Goa Carbon Limited,  
C. G. Mahant.  
Executive (Administration)

Ref. No. 77/V/186

18th May, 1977.

Mr. Dattaram Govind Chavan,  
Jr. Fitter,  
Goa Carbon Ltd.,  
St. Jose de Areal,  
Margao, Goa.

Dear Sir,

We regret to advise that we will not require your services, as from the close of work today.

You are herewith paid one month's salary in lieu of one month's notice.

The Accounts Department has been advised to settle your all other dues.

Original handed over to Mr. Dattaram G. Chavan but he refused to acknowledge receipt of the duplicate. He has also been explained the contents of this letter in Konkani. Sum of Rs. 867.16 was offered to him in cash in full and final settlement of his dues as per this letter. But he refused to accept this amount.

Sd/-

J. V. Dempo  
18-5-77  
12.45 p. m.

Yours faithfully,  
For Goa Carbon Ltd.,

J. V. Dempo.  
Dy. Chief Executive.

Witness: - 1) Sd/-  
2) Sd/-

From:

Mr. Dattaram G. Chawan,  
House No. C 20/135,  
Near Drugs & Chemicals,  
Vidyanagar, Gogal,  
Margao.  
3rd August, 1978.

To,

Dy. Chief Executive,  
Goa Carbon Ltd.,  
Dempo House, Campal,  
Panjim-Goa.

Dear Sir,

I wish to submit as follows:

My services were terminated from the close of work on 18-5-1977 in terms of your letter No. 77/V/186 dated 18-5-77 and I was offered one month's salary in lieu of notice and other dues amounting to Rs. 867.16 in full and final settlement. I however did not acknowledge the receipt of the said letter and also refused to accept the amount offered to me. The said amount was again sent to me by money order on 19-5-77 but I refused to accept the same.

Subsequently, I made a request to the Sr. Executive (Production) in my letter dated 8-9-77 to pay my salary for 18 days during May 1977 from 1st to 18th. In reply I was informed vide your letter No. PER/327 dated 12-9-77 that I could call at your Office on any working day to receive my salary for the above period and other dues.

I now request you to kindly pay me my salary and other dues in terms of your letter No. 77/5/186 dated 18-5-77 terminating my services.

Thanking you,

Yours faithfully,

D. G. Chawan.

3rd August, 1978.

Ref. No: 78/VIII/48.

Mr. Dattaram G. Chawan,  
House No. C 20/135,  
Near Drugs & Chemicals,  
Vidyanagar, Gogal,  
Margao.

Dear Sir,

With reference to your letter dated 3-8-1978, expressing your willingness to acknowledge our letter No. 77/V/186 dated 18-5-77 terminating your services and also to receive the amount of salary and other dues in terms of the said letter, you are paid herewith sum of Rs. 867.16 in cash as per details given in the attached Receipt which may please be returned to us duly signed.

We are also furnishing you a copy each of the following:

1. Our letter No. 77/V/186 dated 18-5-77.
2. Our letter No. 77/V/190 dated 18-5-77.

Please acknowledge receipt.

Received the original with copy each of letter No. 77/V/186 dt. 18-5-77 and 77/V/190 dt. 18-5-77 as also cash Rs. 867-16.

c. c. Plant Office  
Accounts

Signed in my presence

R. G. Nayak  
3-8-78

Yours faithfully,  
For Goa Carbon Ltd.,

J. V. Dempo.  
Dy. Chief Executive.

#### RECEIPT

Received from Goa Carbon Limited a sum of Rs. 867-16 (Rupees eight hundred sixty seven and paise sixteen only) as detailed below in full and final settlement of my dues, in terms of letter No. 77/V/186 dated 18-5-1977.

	Rs
One month's salary in lieu of notice.	452.33
Net salary due for period from 1-5-77 to 18-5-77 — 18 days: (as per salary slip attached).	233.90
Encashment of unutilized Privilege Leave — 12 days.	180.93
	<hr/> 867.16

Signed on Revenue Stamp

D. G. Chawan.

Panjim  
3-8-78.

#### GOA CARBON LIMITED

Registered Office:

DEMPO HOUSE, CAMPAL, PANJIM, GOA

Telephone: 3580 (Panjim) \* Telegram: Petrocoke

20th January, 1976.

PER/101

Mr. Francisco Ursula de Souza,  
House No. E-262,  
Dr. Cunha Gonsalves Road,  
Panjim-Goa.

Dear Sir,

With reference to your application dated 25th November, 1975 and the interview in this Office, we are pleased to offer you the post of a Junior Clerk at our Plant Office at St. Jose de Areal on a basic pay of Rs. 230/- (Rupees two hundred thirty only) per month consolidated and inclusive of all allowances.

The other terms and conditions of your service in the company are as follows:

- i You will be on probation for a period of six months.
- ii Should your capabilities and conduct during the probation not be satisfactory, the Management may, at their sole discretion, terminate your appointment at any time by giving you two weeks' notice or salary in lieu thereof. There will be no automatic confirmation as a matter of course and until you are informed in writing that you have been confirmed, you shall continue to be a probationer. If, however, you desire to leave the services of the Company during the period of probation you will be required to give two weeks' notice or salary in lieu thereof to the Company.
- iii On confirmation you will be entitled to V.D.A. (Variable Dearness Allowance) as per Company's Rules, and be given a suitable grade.
- iv You are liable to be posted to work in any office of the Company or such other place as the Company may direct.
- v You are required to abide by the Company's Rules and Regulations that may be in force from time to time.

vi As you are on full time service of this Company, you will not during the tenure of our employment, engage yourself in any other employment, business or other activity and you are required to devote full time and attention to the work of the Company.

vii You should not either during the continuation of your employment or thereafter divulge any information or of the Company to other Company, Firm, Institution, or person, except in the proper course of your duties, nor use or attempt to use any information which you acquire in the course of your employment which may injure or cause loss or be calculated to injure or cause loss to the Company.

viii The Company reserves the right to amend or vary the above terms and conditions of your service without assigning any reason.

In case these terms are acceptable to you, please return the duplicate copy of this letter duly signed by you in token of your acceptance, by the 28th January, 1976, if possible.

In that event, you will be expected to join us not later than 2nd February, 1976.

Will you please return to us also the attached Personal Data form duly filled in and signed by you together with a passport size photograph.

Yours faithfully,  
For Goa Carbon Limited,  
C. G. Mahant  
Executive (Administration)

Encl. as above.

Accepted

Sd/-

REF. No. 77/V/187

18 May, 1977.

Mr. Francisco Ursula de Souza,  
Junior Clerk,  
Goa Carbon Limited,  
St. Jose de Areal, Margao.

Dear Sir,

We regret to advise that we will not require your services, as from the close of work today.

You are herewith paid one month's salary in lieu of one month's notice.

The Accounts Department has been advised to settle your all other dues.

Original handed over to Mr. Francisco U de Souza but he refused to receive the original. Sum of Rs. 723.19 was offered to him in cash in full and final settlement of his dues as per this letter. But he refused to accept this amount.

Yours faithfully,  
For Goa Carbon Ltd.,  
J. V. Dempo  
Dy. Chief Executive

Sd/-

J. V. Dempo  
18-5-77  
12.50 p.m.

Original displayed on notice Board of Factory. Rs. 723.19 sent by M. O. on 18-5-77 Receipt No.

Witness (1) Sd/-  
Witness (2) Sd/-

From:

Mr. Francisco U. de Souza,  
Dr. Cunha Gonsalves Road,  
House No. E-262,  
Panaji-Goa.

13th August, 1979.

To:

M/s. Goa Carbon Limited,  
Dempo House,  
Campal,  
Panaji-Goa.

Dear Sirs,

This refers to the correspondence resting with your letter No. PER/328 dated 23rd September, 1977 which was duly received by me on 27-9-1977.

On reconsideration of the matter, I have come to the conclusion that it is in my interest to request you to treat me as having resigned from the services of Goa Carbon Ltd. from the close of work on 18-5-77. I therefore request you to withdraw your letter No. 77/V/187 dated 18-5-77 terminating my services and to accept my resignation effective from close of work on 18-5-77. I further request you to settle my account and to pay me my dues, including one month's salary as ex-gratia payment, which was offered to me on 18-5-77, if I had resigned from the services of the company.

I hereby promise you that I shall not take part in the proceedings before the Industrial Tribunal to which matter relating to termination of certain employees of your Company including myself was referred to for adjudication by the Govt. of Goa, Daman & Diu. You are at liberty to produce this letter before the said Tribunal.

Thanking you,

Yours faithfully  
Francisco U. D'Souza

Signed in my presence  
Joseph C. F. Sequeira

Ref No: 79/VIII/125

18th August, 1979

Mr. Francisco U. De Souza,  
House No. E-262,  
Dr. Cunha Gonsalves Road,  
Panaji-Goa.

Dear Sir,

In accordance with the terms of the settlement of the dispute in regard to termination of your services as per the joint prayer before the Industrial Tribunal cum Labour Court, Panaji signed by you and this Company today, you are hereby treated as having resigned from the services of the Company with effect from 19th May, 1977 and the termination letter No. 77/V/187 dated 18-5-77 is withdrawn.

The Company has settled all your dues and you have no claim whatsoever against the Company for the services rendered by you on account of the acceptance of your resignation.

Recd.  
Sd/-

F. U. de Souza

Yours faithfully,  
For Goa Carbon Limited  
J. V. Dempo  
Dy. Chief Executive

BEFORE SHRI J. J. COELHO, INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT, PANAJI - GOA

Ref No:

1979.

BETWEEN

M/s. Goa Carbon Limited,  
Dempo House, Campal,  
Panjim-Goa.

AND

S/Shri Dattaram Govind Chavan, Jr. Fitter,  
Francisco U. D'Souza, Jr. Clerk,  
Carmo Mascarenhas, Stenographer,  
Alito U. D'Souza, Asst. Clerk.

MAY IT PLEASE YOUR HONOUR

The Government of Goa, Daman and Diu vide notification No. IRM/CON(94)/77/IT-16/77 dated 18th October, 1977 referred the above dispute to this Honourable Tribunal under the provisions of Section 10(i) (d) of the Industrial Disputes

Act, 1947. The Company and Shri Francisco U. D'Souza who are parties to this reference, hereby respectfully submit that the dispute amongst them is mutually settled in terms of following:

1. The request of Shri Francisco U. D'Souza as per his letter dated 13th August, 1979 that he should be permitted to resign with effect from 19th May, 1977, is accepted by the management and the management agrees to accept his resignation as from that date.
2. The Company agrees to withdraw the termination letter dated 18th May, 1977 issued to Shri Francisco U. D'Souza.
3. The Company agrees that the amount of Rs. 723-19 paid to Shri Francisco U. D'Souza will not be recovered from him.
4. Shri Francisco U. D'Souza agrees that the payment received by him is towards full and final settlement and he shall have no claim whatsoever against the Company for the services rendered by him and on account of acceptance of his resignation under this settlement.
5. Shri Francisco U. D'Souza agrees to make an affidavit declaring his acceptance of the terms of settlement as incorporated above and submit the same to this Honourable Tribunal.

The parties hereby pray that this Honourable Tribunal may be pleased to pass Part I award in respect of the dispute between the Company and Shri Francisco U. D'Souza in terms of the above settlement for which act of kindness the parties shall ever remain.

Dated 18th day of August, 1979.

For Goa Carbon Ltd.,

Sd/-.

(J. V. Dempo),  
For the Company

Dy. Chief Executive

Witness:

Sd/-.

Witness:

Sd/-.

On non-Judicial stamp paper  
of Rs. 2.

Original with 2 copies submitted  
for filing before the Industrial  
Tribunal.

**BEFORE SHRI J. J. COELHO, INDUSTRIAL TRIBUNAL  
CUM LABOUR COURT, PANAJI - GOA**

Ref. No: IT

1979.

**BETWEEN**

M/s. Goa Carbon Limited,  
Dempo House  
Panjim-Goa.

**AND**

Their Workmen

S/Shri Dattaram Govind Chavan, Jr. Fitter,  
Francisco U. D'Souza, Jr. Clerk,  
Carmo Mascarenhas, Stenographer,  
Alito U. D'Souza, Asst. Clerk.

**AFFIDAVIT**

I, Francisco U. D'Souza, son of Shri Francisco Xavier Ursula De Souza, resident of Panjim, do hereby solemnly affirm and state on oath as under:

That I have settled the dispute in regard to termination of my services by M/s. Goa Carbon Limited, Dempo House, Panaji in terms of joint prayer signed by me and M/s. Goa Carbon Limited on 18th August, 1979.

2. I say that the terms and conditions mentioned in the joint prayer are read out and explained to me and are binding upon me.

Solemnly affirmed at Panaji.

Sd/-.

This 18th day of August, 1979. (Francisco U. D'Souza).

Deponent,

Identified and interpreted by:

Sd/-.

**GOA CARBON LIMITED**

**PAYMENT VOUCHER**

Voucher No. 262

C. B. Folio 31

Panaji 18-8-1979.

To Cashier

Cash Mr. Francisco U. de Souza.

Please Pay Cheque

On account of settlement of his dues.

Rupees Seven hundred twenty three and paise nineteen only.

DEBIT Suspense a/c.

CREDIT Cash.

Cheque No. .... Rs. 723-19

Prepared by

Checked/Passed by

Received the above  
amount

Sd/-

on revenue stamp

Authorised .....

Chief Executive

Acct/

Dy. Chief Executive

/Director

**RECEIPT**

Received from Goa Carbon Limited a sum of Rs. 723.19  
(Rupees seven hundred twenty three and paise nineteen only)  
as detailed below in full and final settlement of my dues.

Rs.

Net salary for the period from 1-5-77  
to 18-5-77.

No. of days till 18-5-77 18 days

Less: Leave without pay (1-5-77 to  
3-5-77).

3 "

15 "

Less: Leave without pay (26-4-77 to  
30-4-77 for which payment  
was made in salary for the  
month of April, 1977).

5 "

(details as per salary slip attached).

10 "

124.98

Encashment of unutilised Privilege

Leave — 10 days.

149.55

One Month's salary as ex-gratia  
payment.

448.66

723.19

Sd/-.

Panjim, 18-8-1979.

Francisco U. D'Souza.

## GOA CARBON LIMITED

Registered Office:

DEMPO HOUSE, CAMPAL, PANJIM, GOA

Telephone: 3580 (Panjim) \* Telegram: Petrocoke

PER/63

19th September, 1975.

Mr. Carmo Mascarenhas,  
Curtorim — Sovonxem,  
Salcete-Goa.

BY RECORDED DELIVERY

Dear Sir,

With reference to your application dated 11-9-75 and to the interview you had with our Administrative Manager, we are pleased to offer you the post of a Stenographer in this Organisation.

You will be on probation for a period of six months which may be extended if found necessary and your salary during the probation period will be Rs. 275/- (Rupees two hundred seventy five only) per month, consolidated and inclusive of all allowances.

On confirmation you will be given a suitable grade, and you will be entitled to V.D.A. (Variable dearness allowance) as applicable to you from time to time as per rules of the Company in force.

Should your capabilities and conduct during the probation not be satisfactory, the Management may, at their sole discretion, terminate your appointment at any time without notice and without assigning any reason whatsoever and in the event of such termination, you will be entitled to your dues upto the date that you are actually required to attend to your duties.

Although your normal place of work as a Stenographer will be at St. Jose de Areal, it is agreed and understood that you will perform the Company's duties at such other place(s) as the Company may direct.

In case these terms are acceptable to you, the duplicate of this letter duly signed by you should reach our hands before 25th of September, 1975. Also by this date you should return to us the attached Personal Data form duly filled in and signed together with certified copies of your certificates and testimonials.

In that event, you would be expected to join us at St. Jose de Areal not later than 1st October, 1975.

Yours faithfully,  
For GOA CARBON LIMITED,

Sd/-  
(J. V. Dempo).  
Dy. Executive (Administration).

encl: (i) Personal Data form.

Received the original  
Carmo Mascarenhas

Ref. No. 77/V/188 18th May, 1977.

Mr. Carmo Mascarenhas,  
Jr. Stenographer, Goa Carbon Ltd,  
St. Jose de Areal,  
Margao, Goa.  
Dear Sir,

We regret to advise that we will not require your services, as from the close of work today.

You are herewith paid one month's salary in lieu of one month's notice.

The Accounts Department has been advised to settle your all other dues.

Received the original

Sd/-

18-5-77

Yours faithfully  
For Goa Carbon Ltd.,

J. V. Dempo  
Dy. Chief Executive

Carmo Mascarenhas  
Curtorim  
Savonxem-Salcete, Goa,  
25th May, 1977

To:

M/s. Goa Carbon Limited,  
Dempo House,  
Campal,  
Panjim.  
Dear Sirs,

With reference to your letter dated 18th instant terminating my services, I beg to request you to kindly permit me to resign and simultaneously withdraw the termination letter dated 18th May, 1977 already served on me. The original letter of termination issued to me is returned herewith.

I am making this request of my own free will, notwithstanding my signature to the letter addressed by the employees of Goa Carbon Limited dated 15th May, 1977 stating that they have joined the Goa National, Commercial and General Employees Sangh Union and authorising Shri S. N. N. Karmali, Advocate as the Secretary of the Union to represent the employees in all matters concerning them.

This letter has been signed by  
Mr. Carmo Mascarenhas in my  
presence:

Yours faithfully  
Carmo Mascarenhas

(Joseph C. F. Sequeira).  
25-5-77  
Sr. Assistant Goa Carbon Ltd.

Ref. No. 77/V/763

25th May, 1977.

Mr. Carmo Mascarenhas,  
Curtorim, Savonxem,  
Salcete, Goa.

Dear Sir,

This refers to your letter dated 25-5-1977.

In the circumstances mentioned therein, you are treated as having resigned from the service of Goa Carbon Limited w.e.f. 19-5-1977. Our letter No. 77/V/188 dated 18-5-1977 terminating your services, which has been returned by you is hereby treated as cancelled.

One month's salary in lieu of one month's notice paid to you earlier is treated as ex-gratia payment.

Received the original

Sd/-

25-5-77

Yours faithfully,  
For Goa Carbon Limited  
J. V. Dempo  
Dy. Chief Executive

## RECEIPT

Received from Goa Carbon Limited a sum of Rs. 1,030.11 (Rupees one thousand thirty and paise eleven only) as detailed below in full and final settlement of my dues.

	Rs.
Net salary for the period from 1-5-77 to 18-5-77—18 days. (details as per attached salary slip).	269.41
Encashment of unutilized Privilege leave — 14 days.	242.04
Ex-gratia payment equivalent to one month's salary.	518.66
	<u>1,030.11</u>

Sd/-

Carmo Mascarenhas

This receipt is issued in replacement of the earlier Receipt dated 18-5-77 signed by me.

Sd/-



## GOA CARBON LIMITED

Registered Office:

DEMPO HOUSE, CAMPAL, PANJIM, GOA.

Telephone: 3580 (Panjim) \* Telegram: Petrocoke

PER/218

1st July, 1976.

Mr. Alito Boaventura Ursula de Souza,  
Rua Dr. Cunha Gonsalves,  
Panaji-Goa.

Dear Sir,

You have been working in our services on temporary basis since 1st April, 1976. We are now pleased to offer you the post of Assistant Clerk at our Plant Office at St. Jose de Areal with effect from 1st July, 1976, on a basic salary of Rs. 190/- in the scale of pay Rs. 190-10-240-15-300.

The other terms and conditions of your service in the Company are as follows:

- i) You will be entitled also to receive Rs. 63.33 as Dearness Allowance and Variable Dearness Allowance as per Company's Rules. At present the V.D.A. is Rs. 106.50.
- ii) You will be on probation for a period of six months.
- iii) On confirmation you will be entitled to draw a basic salary of Rs. 190/-, Dearness Allowance, Variable Dearness Allowance, House Rent Allowance and Cycle Allowances as per Rules. The total emoluments per month at the present rate of allowances will come to Rs. 393.83.
- iv) Should your capabilities and conduct during the probation not be satisfactory, the Management may, at their sole discretion, terminate your appointment at any time by giving you two weeks' notice or salary in lieu thereof. There will be no automatic confirmation as a matter of course and until you are informed in writing that you have been confirmed, you shall continue to be a probationer. If, however, you desire to leave the services of the Company during the period of probation you will be required to give two weeks' notice or salary in lieu thereof to the Company.
- v) After confirmation your services may be terminated at any time without assigning any reason by giving you one month's notice or paying you cash equivalent of such termination. Likewise, if you desire to leave the Company's service you are required to give one month's notice or pay to the Company cash equivalent of one month's pay drawn by you.
- vi) You are required to abide by the Company's Rules and Regulations that may be in force from time to time.
- vii) As you are on full time service of this Company, you will not during the tenure of your employment, engage yourself in any other employment, business or other activity and you are required to devote your full time and attention to the work of the Company.
- viii) The Company reserves the right to amend or vary the above terms and conditions of your service without assigning any reason.

In case the above terms and conditions are acceptable to you, you should return to us the duplicate of this letter duly signed by you in token of your acceptance.

Accepted

Alito Boaventura Ursula de  
Souza

14-7-76

Yours faithfully,

for Goa Carbon Limited,

Sd/-

C. G. Mahant.

Executive (Administration).

GOA CARBON LIMITED

(For inter-office use only)

From:— Head Office

No. PER/270

To:— Mr. Alito Ursula De Souza Date 5th February, 1977

Your Ref. No. .... Subject .....

With reference to our letter No. PER/218 dated 1st July, 1976 appointing you as an Assistant Clerk from 1st July, 1976, we note from the respective records that you have not been regular in attendance during the probationary period.

In view of the above, we are giving you opportunity to improve your attendance as well as efficiency in the work, and as such we extend your probation for further period of three months with effect from 1st February, 1977.

Please return the duplicate of this letter as a token of having accepted the same.

Received the original

For Goa Carbon Limited.

Sd/-

Sd/-

9-2-77

Chief Executive

Ref. No. 77/V/89

18th May, 1977.

Mr. Alito Boaventura U. de Souza,  
Asst. Clerk,  
Goa Carbon Ltd.,  
St. Jose de Areal, Margao.

Dear Sir,

We regret to advise that we will not require your services, as from the close of work today.

You are herewith paid one month's salary in lieu of one month's notice.

The Accounts Department has been advised to settle your all other dues.

Original handed over to Mr. Alito B. V. de Souza who read the same but refused to receive the original. Sum of Rs. 439.62 was offered to him in cash in full and final settlement of his dues as per this letter. But he refused to accept this amount.

Yours faithfully,  
For Goa Carbon Ltd.,

J. V. Dempo  
Dy. Chief Executive

Sd/-

Witness

J. V. Dempo

1. Sd/-

18-5-77

2. Sd/-

4. p.m.

From:

Alito B. Ursula de Souza  
Dr. Cunha Gonsalves RD.  
House No. E-262  
Panaji-Goa.

Dated 19th September, 1977.

The Management,  
Goa Carbon Ltd,  
Dempo House,  
Campal-Panaji.

Sir,

I the undersigned Mr. Alito B. Ursula de Souza, kindly request you to settle my salary dues of some days worked for the month of May, 1977.

Hoping the same will be settled as early as possible.

Awaiting that the needful will be done and thanking you in anticipation I remain.

Yours Sincerely

Alito B. Ursula de Souza  
Registered A/D

PER/329

23rd September, 1977

Mr. Alito B. Ursula de Souza  
Dr. Cunha Gonsalves Road,  
House No. E 262,  
Panaji-Goa.

Dear Sir,

We refer to your letter dated 19th September, 1977 requesting payment of 'some days of the month of May, 1977'.

In this connection, we wish to inform that the salary for the period of 1-5-77 to 19-5-77 along with your other dues were offered to you in cash when you called on this office on 19-5-77 in terms of our letter No. 77/V/189 dated 18-5-77 terminating your services from the close of work on that day. You, however, refused to acknowledge the receipt of the said letter of termination of your services and also the payment in cash of your salary and other dues. The amount of salary and other dues accounting to Rs. 439.62 in full and final settlement of your dues, was sent to you by money order on 19-5-1977 but returned to us by the postal authorities with the remark "refused".

We have always been willing to pay you the salary for the period from 1-5-1977 to 19-5-1977 and also other dues but it is you who have repeatedly refused to accept the same. You may, therefore, call at this office on any working day to receive your salary and other dues.

Yours faithfully  
For Goa Carbon Limited

J. V. Dempo  
Dy. Chief Executive

cc: 1. Chief Labour Commissioner,  
Govt. of Goa, Daman & Diu,  
Panaji.

2. The Under Secretary Govt. of India,  
Industries & Labour Dept.  
Secretariat, Panaji.

3. The Goa National Commercial & Employees'  
Sangh, Vasco.  
c. c. Plant Office & Accts. Dept.

From: Mr. Alito B. Ursula De Souza, 30th March, 1979.  
Dr. Cunha Gonsalves Road,  
House No. E-262,  
Panaji-Goa.

To: M/s. Goa Carbon Limited,  
Dempo House,  
Campal,  
Panaji-Goa.

Dear Sirs,

This refers to the correspondence resting with your letter No. PER/329 dated 23rd September, 1977 which was duly received by me on 26th September, 1977.

As I could not call on your office earlier due to personal reasons, I now request you to pay me my unclaimed salary for the period from 1-5-77 to 18-5-77 and other dues for which I am entitled to in full and final settlement of my account as per your letter No. 77/V/189 dated 18th May, 1977.

I hereby confirm that your letter No. 77/V/189 dated 18th May, 1977 was handed over to me on 18-5-77 but I refused to receive the same. However I have received from your office today a copy of the said letter which I hereby acknowledge.

Thanking you.

Yours faithfully,

Sd/-

Alito D'Souza.

Signed on my presence

Sd/-

(J. C. F. Sequeira)

#### RECEIPT

Received from Goa Carbon Limited a sum of Rs. 439.62 (Rupees four hundred thirty nine and paise sixty two only) as detailed below in full and final settlement of my dues.

	Rs.
One month's salary in lieu of notice.	361.33
No. of days from 1-5-77 to 18-5-77	18 days
Less: Leave without pay during this period.	13 days
Salary to be paid for	5 days
Encashment of unutilised Privilege Leave 6½ days	11½ days

Less: Leave without pay for 5 days 5 days  
(26-4-77 to 30-4-77 for which payment was made while paying salary for the 6½ days month of April, 1977).

Encashment @ Rs. 361.33 per month.

78.29  
439.62 \*

\* This payment was handed over to me on 18-5-77 but I did not accept the same then.

Sd/-  
Alito D'Souza,  
30/3/79

Panjim, 30-3-79.

Order

No. 28/30/81-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 28th June 1988.

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/31/82

Workmen V/s Workmen/Party I  
M/s. Meghdoot Restaurant, Vasco da Gama. Employer/Party II

Workmen represented by Prabhakar Ghodge, President, Goa Shops & Industrial Workers' Union.

Panaji, Dated: 27-5-1988

#### AWARD

This is a reference received from the Government of Goa by its order No. 28/30/81-ILD dated 22nd June, 1982 with an annexure scheduled thereto which reads as follows:

"1. Whether the demand of the workmen of M/s. Meghdoot Restaurant, Vasco-da-Gama represented by Goa Shops and Industrial Workers' Union, Margao for wage rise by 50% over and above the existing wage together with the provisions of variable dearness allowance @ Rs. 1.40 per point (1960=100) beyond the Quarterly average of All India Industrial Consumers' Price Index General ending in June, 1980 is justified? 2. If so, what relief the workmen are entitled to in their respective designations and the rates of scales of pay?"

2. After the reference was received, notices were issued to the parties and they put in their appearance. The reference was made in respect of charter of demands made by the workmen of M/s. Meghdoot Restaurant, Vasco da Gama and the workmen were represented by the Goa Shops & Industrial Workers' Union through their President by name Prabhakar Ghodge. The President of the workmen has filed the claim statement dated 9th July, 1982. The employer it appears was served with the notice but did not appear on 9-7-1982 and continued to remain absent for many adjourned dates. On 29-6-1984, as seen from the roznama, Shri Ghodge for the workmen informed the Court that the parties were trying for a settlement and asked for adjournment. Thereafter the matter was adjourned to 20-7-1984, 13-8-1984, 27-8-1984, 5-10-1984, 2-11-1984 for producing the copy of settlement but nothing was done in the matter. Lastly when the matter was adjourned to 23-11-1984 Shri P. Ghodge for the workmen and Shri A. K. Shirodkar for the employer were present as seen from the roznama and that they filed this settlement regarding the charter of demands and prayed for a consent award to be passed by the Tribunal on the basis of the settlement. Hence on 23-11-1984 the matter was kept for award but for some reason the award was not passed by my Predecessor.

3. After I took over fresh notices were issued to the parties returnable on this day. The postal acknowledgements which are on record show that both the parties are duly served. However, neither the representative for the workmen nor the employer are present in the Court though duly served with the notices. It can therefore be inferred that the parties did not remain present in view of the settlement which had taken place long before 20th July, 1984 and as such they are no more interested in this matter. It therefore appears that no useful purpose will be served by keeping the matter pending because the dispute has been already settled. The Memo jointly presented before the Tribunal by the Partner of M/s. Meghdoot Restaurant and the President of the Goa Shops & Industrial Workers' Union dated 20th July, 1984 clearly states that an amicable settlement between the parties is arrived at on mutually satisfactory terms. In view of this the parties have informed the Tribunal that the Union at whose instance the Government made the reference did not press any of its demands set out in the charter of demands. Lastly the joint Memo requests the Tribunal that a consent award may be passed on the basis of the said settlement. In view of the last para in the joint memo I searched for the record to find out a copy of the settlement if any. I did not come across the copy of the settlement. There is the copy of the charter of demands made by the workmen before the management but the joint memo clearly states that the Union does not press any of the demands set out in the charter of demands. Hence award cannot be passed in terms of the charter of demands and it has to be generally stated that the award has been passed in terms of the settlement arrived at between the parties. In the result, I pass the following order:

#### ORDER

There is an amicable settlement between the workmen of M/s. Meghdoot Restaurant and the management of M/s. Meghdoot Restaurant, Vasco da Gama in respect of the charter of demands submitted by the workmen to the management. The consent award is therefore passed on the basis of the settlement arrived at between the parties.

The parties shall bear their own costs.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

Order

No. 28/2/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 30th November, 1988.

#### IN THE LABOUR COURT, GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Application No. LCC/20/88

Shri Suresh Vithoba Birkodi

— Applicant

V/s.

M/s. V. N. Bandekar Minerals Pvt. Ltd.

— Opponent

Panaji. Dated: 21st October, 1988.

#### ORDER

In this matter filed U/s. 33C(2) of I.D.A. 1947, the ex-workman of the opposite party namely Bandekar Minerals Ltd. had claimed an amount of Rs. 5,216.81 from the Opponent employer as arrears of pay from May, 1984 to 25-11-1984 at the rate of Rs. 500/- per month gratuity for 8 years 2 months and 20 days and bonus at 8.33 percent for the years 1981-82, 1982-83, 1983-84 and 1984-85. The total claim on the three counts was Rs. 8,213.66 and after deducting advance and loan he had restricted the claim to Rs. 5,216.81 as stated above.

After notice the Opponent/employers representative by name Vishal Bandekar appeared in Court on 26-8-1988 and filed the statement Exb. 2, by virtually admitting the total claim and asking for monthly instalments of Rs. 500/- on the ground that due to monsoon the mining operation had totally stopped. Thereafter on the adjourned dates no body appeared on behalf of the opponent/employer and today the evidence of the workman was recorded. The workman had deposed in terms of his application Exb. 1 and has given the details of the claim. The opponent employer having virtually accepted the claim there is no reason why the dues claimed by the workman should not be awarded to him. In the results I pass the following order:

#### ORDER

The application claiming the arrears of pay and other dues made by the workman is granted. The opponent M/s. V. N. Bandekar Minerals Pvt. Ltd., Vishal Building, St. Inez, Panaji Goa are hereby directed to pay an amount of Rs. 5,216.81 (Rupees Five Thousand Two Hundred Sixteen and paise Eighty One only) to the applicant/workman Suresh Vithoba Birkodi of Velguem.

There shall be no order as to cost.

Inform the Government accordingly about the passing of the award.

Sd/-  
(S. V. Nevagi)  
Presiding Officer  
Labour Court.